

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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DOMINIQUE WALKER,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE OFFICER
AARON JOHNSON BADGE #2446, DETECTIVE
MATTHEW REGINA, BADGE #2389, DETECTIVE
LOUIS GUBITOSI, BADGE #2356, [and] SERGEANT
KENNETH TYSDALE, BADGE #3827,

Defendants.
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JUDGMENT
12-CV- 0385 (CBA)

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ MAY 30 2012
BROOKLYN OFFICE

Defendant City of New York having offered to allow Plaintiff Dominique Walker to take a judgment against in this action for the total sum of \$1,501.00, plus reasonable attorneys' fees, expenses and costs to the date of the offer for Plaintiff's federal claims and Plaintiff having accepted said offer; it is

ORDERED, ADJUDGED AND DECREED that judgment is hereby entered pursuant to Rule 68 of the Federal Rules of Civil Procedure in favor of Plaintiff Dominique Walker and against Defendant The City of New York, in the total amount of One Thousand Five Hundred One Dollars (\$1,501.00), plus reasonable attorneys' fees, expenses and costs.

In accordance with the offer of judgment, this judgment shall be in full satisfaction of all federal and state law claims or any other form of relief, arising out of the alleged acts or omissions of Defendants, The City of New York, New York Police Officer Aaron Johnson, New York Police Office Matthew Regina, New York Police Detective Louis Gubitosi, and New York Police Detective Kenneth Tysdale; their successors or assigns; and all past and

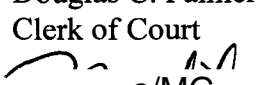
JUDGMENT 12-CV-0385 (CBA)

present officials, employees, representatives and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action; acceptance of this offer of judgment also will operate to waive Plaintiff's rights to any claim for interest on the amount of the judgment and agrees that payment of \$1,501.00 within ninety (90) days of the date of the acceptance of the offer shall be a reasonable time for such payment, unless Plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide payment in full or in part; if Plaintiff is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date Plaintiff submits to Counsel for Defendants a final demand letter from Medicare; and by acceptance of this Rule 68 Offer of Judgment, Plaintiff agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer and a Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§411.22 through 411.26 and Plaintiff further agrees to hold harmless Defendants, regarding any past and/or future Medicare payments, presently known or unknown made in connection with this matter. Medicare has provided, or will provide payment in full or part; if Plaintiff is a Medicare recipient who received treatment in connection with the claim in this case, the ninety (90) day period for payment shall start to run from the date Plaintiff submits to Counsel for Defendant a final demand letter from Medicare and Plaintiff further agrees to resolve any claim that Medicare may have for reimbursements of conditional payments it has made as secondary payer and a

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Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26 and Plaintiff agrees to hold harmless Defendants, regarding any past and/or future Medicare payments, presently known or unknown made in connection with this matter.

Dated: Brooklyn, New York
May 29, 2012

Douglas C. Palmer
Clerk of Court

by: s/MG
Michele Gapinski
Chief Deputy for
Court Operations